agreement; and (*d*) that there was still some time left before the expiry of the prescribed period of one month. As to the next date and place of hearing, the 21st October 1945 at Mysore Camp was fixed with the concurrence of both the parties, as the proceedings had to be concluded within the prescribed period of one month, and as I had to be at Mysore during the period on account of the Dasara Session—Representative Assembly.

19. The proceedings were accordingly taken up on the 21st instant at Mysore. Mr. Kale, as before, on behalf of the Management, and Mr. D. Doraiswamy, Assistant Secretary for the Association were present.

20. The Labour Representative stated that the Association wanted the following terms to be conceded by the Management before the proposed Night Shift scheme of the Management could be agreed to:—

(*a*) Night Shift allowance should be paid at two annas per shift per worker, as was done during the electric power break-down period last year;

(*b*) A cash payment of four annas per Night Shift per worker should be made in lieu of refreshments (Tea or Coffee and iddli). If that was conceded, the workers did not want any lunch interval, proposed by the Management and would finish the shift half an hour early and go home. The Binny Mills were paying three annas per shift in addition to giving tea for every worker working in the Night Shift; and

(*c*) The number of night working hours should be reduced from nine to eight.

21. With reference to these demands of the Association, the Management's representative stated seriatim thus:—

(*a*) *Night Shift Allowance*:—A rate of two annas was paid on the previous occasion, only when the night shift extended beyond 4-30 A.M. and not otherwise. Whenever night shift did not extend beyond 4-30 A.M. the Management paid only one anna even on that occasion. As the proposed night shift does not extend beyond 4-30 A.M. the Management are prepared to pay the same rate of one anna even now. In the other Mills also, for example, in the Binny Mills, the Minerva Mills and the Krishnarajendra Mills, the night shift allowance paid is only one anna and not two annas. Hence, the Management are not agreeable to pay more than what is proposed (*i.e.*, one anna).

(*b*) In addition to the proposed Night Shift allowance of one anna, the Management have proposed to give the night shift workers some refreshments, such as iddli and tea, free of cost, to enable them to work during night hours. For this purpose, a tea or lunch interval of half an hour has been provided. The lunch interval is an obligatory one and could not be dispensed with without the permission of the Factory Inspector. It is not possible to substitute the refreshment by cash payment, nor can the workers be allowed to make their own arrangements for preparing lunch or refershments within the mill premises. There is no such practice anywhere. To his (*i.e.*, Management's representatives) knowledge, the Binny Mills were paying only a night shift allowance of one anna per shift per worker in addition to lunch, and there is no cash payment given in lieu of lunch. As such, the Management are not agreeable to pay cash payment in lieu of lunch.

(*c*) The Management cannot agree to reduce the number of night working hours from nine to eight. The number of hours in a night shift in the other textile mills with two shifts, is also nine and not eight.

22. The Labour representative stated in the end that the Association cannot agree to the Management's Notice of Change, under reference. The Management's representative pressed the Notice of Change and added that many of the statements in the memorandum (*i.e.*, the written statement) of the association are either not correct or beside the point at issue, and that the matter in the present Notice of Change was not a new one; but one which had already been considered and agreed to by the Labour Association, on a previous occasion and that the same workers in this very Mills worked in the night shift for six months on the same terms as are now proposed.

23. The Labour Representative then asked that the conciliation proceedings may be adjourned and taken up again a little time to consider the matter with the representative. He said he had already consi and he had nothing to further consider or Management's representative.

24. Finally, the Management's representati the Management strongly press the Notice o Labour Representative said that the Associati to the Notice of Change. Hence the parties a settlement.

25. All possible ways of settlement were the parties did not come to a settlement i Notice of Change.

26. The proceedings thus ended in failure, report.

27. I request that this report may be Gazette, as required under sub-section (4) of Mysore Labour Act.

I have the ho

Sir,

Your most obedi

2711 M. NAVANEETHAM NAIDU, *Chief*

## EDUCATION SECRETARIAT

Dated 29th October 1945.

**No. E. 2148—Edn. 98-45-2.** Mr. H. Linga Advocate, Shimoga, who is one of the nomin the District Education Committee, Shimoga, Chairman of the said Committee in place of M B.A., LL.B., and Mr. Rattahalli. Ramappa, Municipality, Sagar, is nominated as a mem mittee in place of Mr. H. Lingappa.

2701 N. S. HIRANNAYYA,

## LAW SECRETARIAT

Dated 30th October 1945.

**No. R. L. 441—L. C. 7-45-1.** Whereas a occurred among the nominated members of t Council, the Government of His Highness th exercise of the powers vested in them und the Government of Mysore Act, 1940, are he nominate Mr. R. Venkata Ramaiya, M.A., LL.B., I brancer and Secretary to Government, Law D be a Member of the Legislative Council in vacancy.

R. VENKATA RAMAIYA, *Legal*

2711a

## ADDITIONAL SECRETARIAT

Dated 29th October 1945.

**No. S. R. 1706—W. B. 32-45-2.** Government direct that the following Notification of the India, Department of Commerce, be publish information of the public.

2700 J. B. MALLARADHYA,

## Department of Commerce.

### NOTIFICATION.

### WAR RISKS INSURANCE.

New Delhi, the 18th August 1945.

No. 4—W. R. I. (G).—45-D. In exercise conferred by Section 14 of the War Risks (Go Ordinance, 1940 (No. IX of 1940), the Central pleased to direct that the following further a be made in the War Risks (Goods) I namely:—